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Survey of Ohio Practice in Issuance of Labor Injunctions

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FOREWORD

It has long been an unanswered question just how accurately reported opinions reflect the actual application of legal principles in the trial courts. Nowhere is this more true than in the field of labor injunctions.

In Ohio, for instance, there have been, in all courts, only 45 reported decisions involving labor injunctions in the entire history of Ohio law. Since the first relief of this sort was in 1887[1] this means over a period of fifty-two years. During all this time only one case has ever reached the Ohio Supreme Court on its merits.[2] Certainly no one believes that this remotely represents the full extent of judicial material on this subject.

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[1] *New York etc., R. R. Co.* v. *Wenger*, 9 Ohio Dec. Rep. 815, 17 Bull. 306 (Cuyahoga Common Pleas, 1887).

[2] *La France Electrical Construction & Supply Co.* v. *International Brotherhood of Electrical Workers, et al.*, 108 Ohio St. 61, 140 N.E. 899 (1923).

By way of support for this suspicion it should be observed that many authorities believe that the issuance of a restraining order or injunction in a labor controversy has a practical effect on the behavior of the parties that is out of all proportion to the theoretical nature of the restraint. In the abstract, an injunction contemplates the preservation of the *status quo*; in practice it is often its destruction. This is due to the fact that to an exceptional degree human behavior is being regulated for the preservation of property values. The employee defendants—and ordinarily it is employees who are defendants—have staked the success of their position as bargainers in a controversy upon their capacity to organize their pressure tactics. The livelihood of hundreds is in issue. High morale is an essential to the maintenance of position. The advent of a court order has, accordingly, a psychological effect incapable of appreciation from the viewpoint of abstract legalism. The class of men and women involved, their educational and racial backgrounds, their point of view towards the courts, toward government, toward industry, and the intensity of the emotional strain under which they are living at the moment, all these contribute to this effect. Thus a court order, whether or not in accord with the accepted views of other Ohio courts, and whether or not susceptible to reversal on appeal, often produces a finality of effect upon the conduct of employee groups that belies the theoretical tentativeness of the restraint.[3]

If, accordingly, it can be truly said that labor injunctions stand in a class apart in this respect, then it will not be surprising to find that in practice few cases are ever prosecuted to final judgment, much less ever taken up to higher courts. The issue, practically speaking, will already have been determined upon the issuance of the restraining order or temporary injunction.

With these thoughts in mind, the five students who are co-

[3] The Classic discussion of this point is found in Frankfurter and Greene, THE LABOR INJUNCTION (1930) p. 200, *et seq.*

authors of this article, of their own initiative undertook during the summer of 1938 to examine the records in five Ohio counties, in an attempt to determine the actual practices involved in the issuance of these restraints in labor controversies. The counties were selected upon the basis of personal convenience rather than local characteristics. This fact, inevitable in the problem, has prevented a broader balance of sampling from different Ohio communities. The areas examined were Cleveland (Cuyahoga County), Columbus (Franklin County), Dayton (Montgomery County), Toledo (Lucas County), and Youngstown (Mahoning County). For convenience in designation these areas will be referred to by their chief cities.

In order to set the practical limits to the period covered, the survey was limited to proceedings filed or decided within the five year period, July 1, 1933 to June 30, 1938.

At the start, it was extremely difficult to agree upon the information to be obtained and to set up a uniform device for gathering and tabulating it. Having no other such survey at hand the process was inevitably a succession of improvisations based on trial and error. At length a form questionnaire was evolved upon which the examiners gathered their data. It soon became apparent that in many regards this form was in turn inadequate and, while it was necessarily continued in use, the final summation, arrangement and breakdown of material is substantially different from the original outline. Had the survey commenced at the point where it ultimately ceased the information would have been both more accurate and more easily obtained.

The sources of information were of two types: court records and conversations. Probably the appearance dockets contributed the most fruitful source of the first sort. The conversations served to fill in interstices and to provide color and understanding. Personal contacts were made in each city through the courtesy of three organizations: the Junior Cham-

ber of Commerce, the Ohio State Federation of Labor and the Ohio Industrial Union Council.[4]

The balance of this article will be a discussion, therefore, of each of the five areas separately, followed by a comment on the group as a whole and a statistical chart analysis, area by area and by totals.

The arrangement of subject matter will follow the same general outline throughout. It will open with an introductory section showing that during the five year period there have been a total of 55 cases in which relief of some sort was granted. It is interesting to note that during this same time and in the same counties there were only eight instances of reported decisions on the same subject matter.[5] Thus about seven times as many restraining orders and injunctions were issued as will be found in the printed reports.

By far the larger portion of the material is concerned with the detailed analysis of these 55 cases in which some variety of restraint was granted. This is first classified by parties, plaintiff employers (51 cases), plaintiff employees against employers (2 cases) and inter-employee disputes (2 cases). Next follows an analysis of use and amount of bonds and then a detailed study of the relationship between the parties. This is material

[4] Without the aid of these groups the work of investigation would have been seriously hampered. The authors jointly wish to express their appreciation to the following: Mr. Fred J. Milligan, former President of the Columbus Junior Chamber of Commerce; Mr. Thomas J. Donnelly, Secretary-Treasurer of the Ohio State Federation of Labor; and Mr. Ted F. Silvey, Secretary-Treasurer of the Ohio Industrial Union Council, C.I.O. Each of these persons wrote letters of introduction to individuals in the five cities in which the survey was being conducted. Gratitude is also expressed to the following for valuable assistance in conversation or through correspondence: the Honorable Joy Seth Hurd, Judge of the Court of Common Pleas of Cuyahoga County, and to Messrs. Lowell Goerlich and Brandon Schnorf, Toledo attorneys; Mr. Otto Brach, Regional Claims Board, Toledo; Mr. Albert H. Scharrer, Dayton attorney; Mr. John C. Getreu, President Columbus Federation of Labor; Mr. Paul Herbert, now Lieutenant-Governor of Ohio; Mr. T. J. Duffy, Mr. Robert D. Touvelle, and Mr. Webb Vorys, Columbus attorneys; Mr. John Mayo, Sub-Regional Director, C.I.O., Youngstown; Mr. A. A. McCarthy, Springfield, attorney.

[5] See cases listed in Appendix, No. 2.

in order to determine whether a technical trade dispute exists in the light of the accepted restricted Ohio definition—namely that a trade dispute is a dispute as to hours, wages, conditions of work or recognition between an employer and his immediate employees.[6] Deducting the two inter-employee cases, it will be noted that the remaining 53 are almost evenly devided, 26 being instances of trade disputes and 27 not. (See chart analysis, in Appendix 3, item 13).

The major portion of the balance of the analysis is devoted to the types of behavior enjoined. The reported decisions of Ohio cases have traditionally shown a willingness to permit behavior in the presence of a trade dispute which they enjoin in its absence. Hence the survey proceeds to analyze in some detail just what the courts have been enjoining in this state in each of these two situations (Chart Analysis, Appendix 3, Item 17). The study concluded with an examination of the ultimate disposition of the 55 cases in which restraint of some sort has been granted. The five areas will now be considered separately and in alphabetical sequence of chief cities.

CLEVELAND

In the Cleveland area within the period covered by this survey—July 1, 1933 to June 30, 1938—thirty-eight cases were found in which some variety of injunction or restraining order was granted against a labor group or groups. Among these were twenty-eight temporary injunctions, or "temporary restraining orders," as the docket entry usually refers to them,[7] and twelve

[6] For discussion of Ohio definitions of the term "trade dispute" see comments in 5 O.S.L.J. 236 (1939); 4 *id.* 110 (1937); 10 Ohio Bar 703 (Mar. 21, 1938).

[7] Cases Nos. 2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15, 17, 19, 21, 22, 23, 24, 25, 28, 29, 31, 32, 33, 34, 35, 36, 37, and 38. Cases in these and following notes are cited by the numerical order in which they are listed in the appendix. Names of the parties and docket numbers will be found there. All those cited in notes 7 to 111 inclusive are in the Court of Common Pleas of Cuyahoga County. Because of the vast quantity of material accumulated in the files of the Clerk's office in that county, it was only possible to examine the cases of employer plaintiffs. Hence employee-plaintiff cases are omitted; they appear, however, in the records of the other four counties.

permanent injunctions.[8] In six of the latter there was issued first a temporary restraining order and subsequently a permanent injunction.[9] In no case was an injunction granted to a defendant.

There appears to be prevalent a belief among many Cleveland lawyers that a rule of court exists to the effect that an injunction or restraining order will not be issued without notice to the defendants and opportunity for a hearing. There is in fact no such rule, but several years ago a practice to this effect was adopted by one of the Cleveland judges.[10] This has been extensively followed by other members of the Common Pleas Court of Cuyahoga County. Despite this practice, however, it appears that since April, 1934, there have been five instances of *ex parte* restraint.[11]

The injunction itself is rarely written by the judge. In cases where a hearing is contemplated the plaintiff's attorney usually prepares it and it is then submitted to the defendant's attorney for approval. If no agreement as to its form or substance can be reached with opposing counsel, the injunction is then sub-

[8] Cases Nos. 2, 3, 8, 9, 14, 18, 20, 25, 28, 29, 30, and 36.

[9] Cases Nos. 2, 9, 25, 28, 29, and 36.

[10] "The judges of this court have not adopted any rule of court in regard to procedure to be used in injunctions involving labor disputes, . . . but, briefly, I have adopted the policy of not granting any injunction upon final hearing unless and until proper service has been made upon all interested parties and a definite date set for the hearing, and then only after a full trial in which all parties have had an opportunity to present their respective contentions. While I have, in certain cases, permitted the reading of affidavits upon preliminary hearing for a temporary order, I have done so only with the express direction that no affidavit shall be read unless the party making the affidavit shall be subject to cross-examination by opposing counsel if desired." (Letter from Judge Joy Seth Hurd, January 28, 1939).

[11] In two of these five cases the source of information for the statement that an injunction was issued without notice or a hearing was from the attorney who represented the plaintiff in each case. (Cases Nos. 26 and 27). In two of the five cases the source of information was the attorney who represented the defendants (Cases Nos. 1 and 16). The source of information for the fifth case is the brief which was filed by defendant's attorney. In this brief the defendant contends that a petition and application for a temporary injunction was presented to the court without notice having been served upon the defendants. (Case No. 33).

mitted to the judge and he rules upon the conditions, phrasing, or scope of the injunction, or makes such corrections and amendments as he sees fit.

The Ohio statutes require a bond upon the issuance of an injunction, whether the issuance be *ex parte* or upon a hearing.[12] In two of the five *ex parte* cases the bond was set at $500.[13] In the other three a $1000 bond was set in one,[14] a $1500 bond was set in another,[15] and in the last no bond appears to have been required.[16] The average, where required, was accordingly $875. In the twelve cases in which permanent injunctions were granted, no bond was required other than an appeal bond.

In the case of the issuance of a temporary injunction the following information was gotten from the docket entries: in eight cases, the bond was set at $100;[17] in two cases, at $200;[18] in one case, at $300;[19] in twelve cases, at $500;[20] in one case, at $1000;[21] and in four cases, no bond required.[22] Thus, the average amount of the bond in the twenty-four cases, where any was required, was $354; the median, $500.

It is interesting to note that, in only seven cases out of thirty-eight, the court made a specific finding as to the existence or non-existence of a trade dispute. In three there was an express holding that a trade dispute existed,[23] and that in four there was "no legitimate trade dispute."[24] In the remaining thirty-one cases the journal entry made no mention of the existence or non-existence of a trade dispute. This was true even in those cases where the plaintiff's petition averred that no trade

[12] Ohio General Code, secs. 11,882, 11,885, and 11, 889.
[13] Cases Nos. 26 and 33.
[14] Case No. 1.
[15] Case No. 27.
[16] Case No. 16.
[17] Cases Nos 2, 12, 13, 15, 21, 23, 28, and 36.
[18] Cases Nos. 5 and 37.
[19] Case No. 34.
[20] Cases Nos. 6, 7, 11, 17, 19, 22, 24, 25, 31, 32, 33, 35, and 38.
[21] Case No. 4.
[22] Cases Nos. 9, 10, 16, and 29.
[23] Cases Nos. 6, 14, and 25.
[24] Cases Nos. 11, 20, 21, and 30.

dispute existed. A resort to other sources of information[25] revealed, however, that thirteen more cases involved disputes between the immediate parties to the employment relation,[26] and eighteen more were between employer and non-employees.[27] Thus, by the present Ohio definition, a total of sixteen were strictly speaking "labor disputes" and twenty-two were not.

In this connection it should be pointed out that one of these cases, the *Frankel* case, presents a set of facts that, for the purpose of this classification, is anomalous. Plaintiff was a member of an auto dealers' association and had delegated it to full authority to bargain with labor unions. The association had previously made an agreement with defendant union and plaintiff had observed it, although none of its employees were members of the union. When this agreement expired and a new one proved impossible, defendant called a strike and began picketing plaintiff along with other members of the association. The court held that these facts revealed a trade dispute, in spite of the fact that all differences were between plaintiff and non-employees.[28] This case is therefore classed as a trade dispute in this survey, although when a tabulation is made of issues and differences between persons in an immediate employment rela- it is necessarily excluded.

Turning then to the fifteen cases of disputes between employers and their immediate employees, an analysis of the issues involved shows that six concerned union recognition alone,[29]

[25] To determine the issues and groups involved in many of these cases we went directly to one of the attorneys concerned with the case and received the pertinent information from that source; in other cases our source of information was the pleadings of the parties.

[26] Cases Nos. 1, 4, 5, 7, 8, 10, 13, 19, 26, 27, 31, 34, and 38.

[27] Cases Nos. 2, 3, 9, 12, 15, 16, 17, 18, 22, 23, 24, 28, 29, 32, 33, 35, 36, and 37.

[28] *Frankel Chevrolet Co.* v. *Meerchaum*, No. 478466, Case No. 14; 27 Ohio L. Abs. 425, 12 Ohio O. 387, 3 L.R.R. 347 (1938), discussed at length, 5 O.S.L.J. 236, 238-240 (1939).

[29] Case Nos. 13, 19, 26, 31, 34, 38. Case No. 14 is the sixteenth labor dispute case, but is excluded for the reasons set forth in the preceding paragraph.

four others involved this along with other issues— as appears from the following case to case itemization—the balance of issues in dispute being well scattered. Thus, one case each involved wages, hours and recognition,[30] closed shop,[31] combination of wages, hours, recognition and working conditions,[32] wages and recognition,[33] wages and seniority rights,[34] recognition and reinstatement,[35] wages, hours, recognition and reinstatement,[36] and one involved the manner of plaintiff's conduct of his own business.[37] In this instance, the plaintiff company, engaged in the application of felt insulation to pipes, had the felt cut in its own plant, using its own union employees. Defendant, business representative of the union, called a strike of defendant employees on the ground that the felt should not have been cut in plaintiff's shop. Finally, the last case involved an effort by employers engaged in the trucking business to restrain their employees from interfering with efforts to deliver goods to customers through picket lines established by the employees of these customers.[38]

An examination, on the other hand, of the twenty-three cases involving non-employees of plaintiff reveals at once that the most noticeable fact is the prevalence of a unionization program as the cause of the dispute. Sixteen cases were of this sort,[39] two involved an effort to compel plaintiff to raise his dry cleaning prices,[40] and the balance was distributed one each among the following issues or combinations of them: reinstatement,[41] employment of negroes,[42] wages, hours and refusal

[30] Case No. 25.
[31] Case No. 10.
[32] Case No. 6.
[33] Case No. 1.
[34] Case No. 7.
[35] Case No. 4.
[36] Case No. 8.
[37] Case No. 5.
[38] Case No. 27.
[39] Cases Nos. 2, 3, 9, 12, 16, 17, 18, 23, 24, 28, 29, 30, 32, 33, 35, and 36.
[40] Cases Nos. 21 and 22.
[41] Case No. 15.
[42] Case No. 37.

to bargain collectively,[43] closed shop and refusal to observe union hours,[44] and failure to arrive at an agreement at the termination of a former contract.[45]

It was stated earlier that there were four cases in which an express finding was made that no "legitimate trade dispute" existed.[46] In all four of these, the defendants were non-employees. This accords with the conventional view that, in most Ohio courts, in order to constitute a legitimate trade dispute there must exist an employer-employee relationship.

An important matter within the scope of this survey is the type of acts restrained by the various injunctions and restraining orders. Of course, the kinds of acts that will be enjoined depend upon the type of activity that the defendants are carrying on. Thus, we cannot say that because an injunction forbids only the use of certain publicity, intimidation and "dogging" of non-strikers, that it necessarily follows that the same court would not restrain the blocking of access to plaintiff's premises, or interference with deliveries. It may mean only that the two latter types of activities were not being carried on and thus the plaintiff did not pray for their prohibition. However, we can list the number of instances in which a particular type of activity is enjoined and learn from such listing the kinds of conduct which the court will not sanction when it is brought to its attention. It will also reveal the tactics resorted to by labor to accomplish its purpose.

Ohio decisions have long recognized the legality of certain behavior in the presence of a trade dispute which, in its absence, they enjoin. Considering first the sixteen cases in which there was either an express finding of such a dispute or in which the facts revealed its presence, we can now proceed to itemize the acts restrained. An almost invariable subject of injunction is, of course, violence and intimidation. Twelve cases showed this restraint.[47] Insulting language was forbidden in six.[48]

[43] Case No. 11.
[44] Case No. 20.
[45] Case No. 14.
[46] See note 24.
[47] Cases Nos. 1, 4, 6, 7, 8, 10, 19, 25, 26, 27, 34, and 38.
[48] Cases Nos. 1, 6, 19, 25, 27, and 38.

The courts made specific mention of the use of publicity in only five of this group of cases.[49] In three of these, the injunction was aimed at particular types of publicity, i.e., the defendants were enjoined from carrying banners,[50] no other mode of publicity being mentioned. In the fourth of these five cases,[51] the pickets were permitted to carry signs and the injunction expressly told them what words their signs could contain. The fifth case forbade the defendants from publishing any false statement with reference to plaintiff's business, whether written or oral; it also forbade the defendants from making any statement, in writing or otherwise, to the effect that a strike was in progress at plaintiff's place of business.[52] The use of threatening language was forbidden in two cases,[53] and acts of trespass in three.[54]

In the matter of restraint of picketing, we find that even though a direct employer-employee relationship existed all picketing was enjoined in two cases.[55] This is contrary to the usual view in cases of trade disputes. The other cases, however, permitted limited picketing; the number of pickets permitted varying from two to twelve. More specifically, six cases permitted two pickets,[56] two cases allowed three pickets,[57] one case allowed four,[58] and one allowed twelve.[59] One case made no reference to the number of pickets to be permitted but merely stated that peaceful picketing might be carried on.[60]

[49] Cases Nos. 14, 15, 19, 31, and 34.
[50] Cases Nos. 15, 31, and 34.
[51] Case No. 19.
[52] Case No. 14.
[53] Cases Nos. 27 and 38.
[54] Cases Nos. 4, 19, and 25.
[55] Cases Nos. 31 and 34.
[56] Cases Nos. 1, 4, 10, 13, and 38.
[57] Cases Nos. 7 and 19.
[58] Case No. 25.
[59] Case No. 8. In referring to the number of pickets permitted in each case we are not stating the total number of pickets that was allowed. The figures merely indicate the number of pickets permitted at each gate or entrance. Of course in some cases there being only one gate or entrance the number indicated would be the total number allowed.
[60] Case No. 14.

In one case,[61] no picketing apparently was conducted so we cannot say whether picketing would or would not have been enjoined. One of the defendants in this case was a union official who had called a strike against the plaintiff company for the reason that the plaintiff company which had employed union men had had its employees do a type of work which the defendant claimed should not have been done in the plaintiff company's shop. The defendant had also imposed a fine against the plaintiff company for an alleged infraction of the union rules. The court enjoined this defendant and all other officers of the union from calling a strike at plaintiff's place, and, in case a strike order had already been issued, enjoined the defendant from aiding or continuing the strike. The defendant was also enjoined from trying to collect the fine levied against the plaintiff. The injunction in this case is unique in that it is aimed not directly at the strikers themselves but rather at the alleged instigator of it, i.e., the union official. It is the only case found in which the officer of a union is told not to call a strike, or if already called, is told not to continue it.

In another case the word "picketing" is not mentioned in the injunction which reads in part as follows: " . . . defendants are restrained from committing any acts of violence on the person of any of plaintiff's employees, from using force or duress upon any employee for purpose of influencing them to interfere with the operations of the plaintiff in the conduct of his business." There may have been picketing carried on but the court omits to speak of it or use the term.[62]

Loitering or congregating at or near the plaintiff's premises was enjoined in three cases;[63] obstruction of access to plaintiff's premises in five;[64] interference with deliveries in eight;[65] and "dogging" was enjoined in eight instances.[66]

[61] Case No. 5.
[62] Case No. 26.
[63] Cases Nos. 7, 13, and 19.
[64] Cases Nos. 4, 13, 14, 19, and 34.
[65] Cases Nos. 6, 8, 14, 19, 25, 27, 31, and 34.
[66] Cases Nos. 1, 7, 8, 19, 25, 27, 34, and 38.

Regarding the matter of the use of "persuasion" by the defendants, we find that the courts enjoined the defendants from persuading the employees of the plaintiff to breach their contract of employment with said plaintiff in five cases.[67] In four of these five cases[68] the defendants were also enjoined from persuading the plaintiff's employees to quit their employment. This apparently was aimed at the employees who were not working under any definite term contract of employment, or those whose term provided for the giving of so many days notice. In only one of the five[69] were the defendants expressly restrained from persuading the plaintiff's employees to join a labor union. And in another the defendants were restrained from "interfering with any contractual relations between the plaintiffs and their employees."[70]

In two injunctions the defendants are told that they may "peacefully persuade." In one of these the defendants are allowed to peacefully persuade the plaintiff's employees to join a union,[71] and in the other the defendants are told that they may peacefully persuade the plaintiff's employees to quit their employment. In addition they may persuade persons not to enter the plaintiff's employ.[72]

Finally, in all but two[73] of the cases in the present group there was a clause in the injunction forbidding the aiding or abetting of anyone in any of the conduct enjoined.

The second category is made up of the twenty-two cases in which no trade dispute existed. In four of these, it will be recalled, the court expressly found no trade dispute[74] and in the balance the facts showed that there was no direct employment relation between the parties.[75] In the absence of the pecu-

[67] Cases Nos. 1, 7, 13, 34, and 38.
[68] Cases Nos. 1, 7, 34, and 38.
[69] Case No. 34.
[70] Case No. 33.
[71] Case No. 7.
[72] Case No. 25.
[73] Cases Nos. 15 and 26.
[74] Cases Nos. 11, 20, 21, and 30.
[75] Cases Nos. 2, 3, 9, 12, 15, 16, 17, 18, 22, 23, 24, 28, 29, 32, 33, 35, 36, and 37.

liar circumstances of the *Frankel* case,[76] it may therefore be assumed that no trade dispute could have been found.

As might be expected, violence appears most frequently as a subject of restraint (9 cases);[77] obstructing access to the premises comes next with eight cases,[78] followed by interference with deliveries, six;[79] trespass[80] and loitering,[81] five each; insulting language,[82] three cases each. The remaining acts enjoined appear in detail in the appendix.

In this group of cases the courts made specific reference to the use of publicity in eight cases.[83] In five of these all publicity, whether written or oral, whether by signs or otherwise, "which is intended to lead the public to believe that plaintiff is unfair to organized labor"[84] or that there is a trade dispute in existence,[85] or that a strike is in progress[86] or to induce prospective customers not to deal with the plaintiff[87] are enjoined. By enjoining this type of publicity we can by inference say that the court is enjoining false publicity. Two cases dealt only with publicity of a particular type. The prohibition was solely against "parading with signs."[88] Another case forbade only the use of placards.[89] The last case in this group affirmatively states exactly what publicity may be carried on. The pickets are permitted to inform the public by handbills or signs that plaintiff does not employ union labor, and also, states the injunction, to ask the public not to patronize the plaintiff.[90]

[76] Case No. 14, explained above. See note 28.
[77] Cases Nos. 11, 12, 16, 21, 23, 32, 33, 35, and 37.
[78] Cases Nos. 11, 12, 16, 23, 29, 32, 33, and 37.
[79] Cases Nos. 11, 16, 17, 18, 23, and 29.
[80] Cases Nos. 11, 24, 33, 35, and 37.
[81] Cases Nos. 11, 20, 30, 35, and 37.
[82] Cases Nos. 12, 23, and 32.
[83] Cases Nos. 3, 11, 16, 17, 20, 22, 24, 29, 30, and 37.
[84] Cases Nos. 11, 16, 20, 22, and 24.
[85] Cases Nos. 20 and 30.
[86] Cases Nos. 16 and 30.
[87] Cases Nos. 16 and 22.
[88] Case No. 37.
[89] Case No. 17.
[90] Case No. 29. This, however, was in the temporary injunction. It was followed by a permanent injunction which restrained all publicity, whether written or oral.

In the matter of picketing this survey disclosed that in this group of cases, fourteen injunctions forbade picketing entirely;[91] four, however, permitted limited picketing, three of them allowing one picket each,[92] and the other, two.[93]

We have one case in which there was no picketing and thus no injunction against it.[94] In this case the defendants wanted the plaintiff's truck driver to join a truck driver's union. The defendants were enjoined from interfering with the plaintiff's drivers when they were enroute to deliver customers' goods. However, the defendants were specifically permitted to "peacefully persuade" the drivers to join the union. In another injunction, which made no reference to pickets or picketing, the defendants were restrained from "congregating at the entrances and from in any manner, by word or act diverting the natural resort of the public to the plaintiff's place of business." The defendants were also restrained from interfering with plaintiff's employees when entering plaintiff's premises. Apparently there were men at the entrances to plaintiff's premises, but whether they were only "congregating" and not "picketing" is not clear from the injunction. If there was limited picketing going on the court, by omitting to enjoin it, probably intended to allow it to continue, unless it can be said that the term "congregating" can include limited picketing.[95]

The use of "persuasion" by the defendants is restrained in four cases.[96] In two of these[97] the defendants are enjoined from persuading the plaintiff's employees to breach their contract of employment with said plaintiff. In one of these the defendants are also enjoined from persuading the plaintiff's employees to quit their employment.[98] One case forbids the defendants from

[91] Cases Nos. 2, 3, 11, 16, 17, 20, 21, 22, 24, 28, 30, 33, 36, and 37.
[92] Cases Nos. 12, 23, and 32.
[93] Case No. 29.
[94] Case No. 18.
[95] Case No. 35.
[96] Cases Nos. 16, 17, 24, and 29.
[97] Cases Nos. 16 and 29.
[98] Case No. 29. This apparently means those employees who were not under any definite term contract of employment but were rather employees at will.

persuading the plaintiff's tenants to breach their contracts of tenure.[99] The last case on this matter of persuasion permits the defendants to use "peaceful persuasion." The injunction, in part, reads: "Except by peaceful persuasion, . . . defendants are enjoined from inducing plaintiff's employees to quit . . ."[100]

Finally, sixteen injunctions forbade any aiding or abetting in the acts or conduct forbidden in the other clauses of the injunction.[101]

In view of the total of thirty-eight cases of restraint in Cleveland, it is interesting to note the extraordinarily low record of violations. Thus only eight orders to show cause were granted,[102] in four of which was a violation found,[103] a fraction of over ten per cent of all cases. In three of these fines were imposed, and in two, jail sentences.[104]

In attempting to determine the ultimate disposition of the thirty-eight cases, it was found that many times the docket entries were lacking in full or complete information. However, the cases can be broken down as follows: seventeen were dismissed by plaintiff without prejudice[105] and in two cases the temporary restraining order was dissolved,[106] in six the temporary restraining order was made permanent,[107] while in four the motion by defendants for a new trial was overruled;[108] nine

[99] Case No. 17. This case involved a building service employees union. The defendants attempted to unionize janitors working in apartment houses.

[100] Case No. 24.

[101] Cases Nos. 2, 3, 11, 12, 16, 17, 20, 22, 23, 24, 28, 29, 30, 32, 33, and 36.

[102] Cases Nos. 1, 7, 10, 12, 19, 31, 33, and 38. In case No. 9, an application to show cause was filed but the citation was later dismissed.

[103] Cases Nos. 12, 31, and 33. In case No. 7, one party was fined and sentenced to jail for contempt, but his act was falsification of an affidavit and not violation of the injunction.

[104] Cases Nos. 12 and 31.

[105] Cases Nos. 1, 4, 5, 6, 11, 12, 13, 21, 22, 23, 26, 27, 32, 34, 35, 37, and 38.

[106] Cases Nos. 7 and 15. The order dissolving the restraining order in No. 15 was at the same time suspended for ten days within which to perfect an appeal.

[107] Cases Nos. 2, 9, 25, 28, 29, and 36.

[108] Cases Nos. 9, 10, 29, and 30. Two of these four cases are cases in which the temporary restraining order had been made permanent. (Cases Nos. 9 and 29).

cases lacked any entry after the issuance of the temporary restraining order.[109] The last docket entry in one case is the granting of a motion by plaintiff to modify the restraining order,[110] and in another it is a statement that defendant's motion to set aside all orders granted under the petition is denied.[111]

COLUMBUS

Late in the year of 1937 Miss Hedy LaMarr was scheduled to thrill Columbus audiences in her classic performances in the motion picture, "Ecstasy." The picture was scheduled to appear in the local wrestling stadium for an eight days run. Non-union operators were to be used. Piqued, because of being deprived of a chance to participate in such a performance, the local operator's union took steps to unionize the enterprise. In response, the employer filed a petition, supported by affidavit, seeking a temporary injunction. On the same day, after filing of a bond of $100, an injunction was granted restraining the union. Three days later, while the picture was still being shown, the union answered with a motion for dismissal on grounds that the injunction was granted without notice. Ten days after the granting of the injunction, and after "Ecstasy" had completed its run, the court sustained the motion and dismissed the proceedings with cost to the plaintiff.[112] And so another labor dispute was resolved by use of the injunctive process.

It is sad but true that not all research problems in injunctive practice present the prospects of allurement to be found in the "Ecstasy" case, but in the interest of injunctive practice the author of this note must proceed to more prosaic subject matter. Within the past five years there have been a total of ten applications for injunctive relief in Columbus. Of these ten, the employer was plaintiff in six cases,[113] in five of which relief

[109] Cases Nos. 16, 24, 31, and 33.
[110] Case No. 19.
[111] Case No. 17.
[112] Case No. 41.
[113] Cases Nos. 39, 40, 41, 43, 44, and *Col. & Southern Ohio R. R.* v. *The Association of Street R. R. Operators*, Docket No. 154851.

was granted.[114] The employee was plaintiff in three cases in no one of which was relief granted.[115] The remaining application involved an inter-union dispute which resulted in injunctive relief.[116] Thus there has been injunctive relief in six cases and no injunctive relief in four cases.

Of those cases in which all relief was denied, three were filed by employee-plaintiffs[117] and one was filed by an employer-plaintiff.[118] A reasonable interpretation of the facts would seem to indicate an active judicial discretion which tends to deny injunctive relief and a conscious or unconscious bias in favor of the employer. As will be shown, neither of these conclusions filed by employee-plaintiffs[117] and one was filed by an employer-plaintiff petitions for injunction were dismissed at hearing on the motion of the plaintiff, indicating settlement out of court before hearing date. The third employee-plaintiff case shows no entry on the record after filing of petition. This failure to proceed may have been the result of a denial of a temporary restraining order at the date of petition but more likely indicates a settlement out of court before the hearing date for temporary injunction. As in the employee-plaintiff cases the single employer-plaintiff case represents a situation where the dispute upon which the petition was based was settled out of court before the hearing date. Thus, these four cases indicate a tendency of the parties to settle disputes out of court upon application for injunction rather than a refusal of the judge to grant an injunction either to employees or employer. The apparent readiness of the parties to settle after the petition for injunction

[114] Cases Nos. 38, 40, 41, 43, and 44.

[115] *Alex Zeabo* v. *Painter's Dist. Council No. 26.* Docket No. 144639; *Ray Bitzer* v. *Painter's District Council No. 26.* Docket No. 144640; and *Forest Sullivan* v. *Painter's District Council No. 26.* Docket No. 151307.

[116] Case No. 42.

[117] *Forest Sullivan* v. *Painter's Dist Council No. 26,* Docket No. 151307; *Alex Zeabo* v. *Painter's Dist. Council No. 26,* Docket No. 144639; *Ray Bitzer* v. *Painter's Dist. Council No. 26,* Docket No. 144640.

[118] *Columbus & South. Ohio R. R. Co.* v. *Assoc. of Street R. R. Operators,* Docket No. 154851.

has been filed indicates that such filing is an important "trading stick" in a labor dispute.

Among the six instances involving injunctive relief are five applications of employer-plaintiffs and one of inter-union injunction. Four of these represented temporary restraining orders,[119] granted *ex parte* upon the support of sustaining affidavits,[120] on the same day the petition was filed. In the body of this type of injunction, provision is made for an informal hearing within five to ten days from the date of the petition for the purpose of determining whether such injunction should continue in the form of a temporary injunction until trial.[121] If the judge, in the exercise of his discretion, does not grant an *ex parte* temporary restraining order, a date is usually set for informal hearing to determine whether a temporary injunction should issue. If sufficient grounds are shown, a temporary injunction, is then granted. The remaining two injunctions were of this type.[122] These facts indicate that there is a clear recognition in Columbus Courts of both the *ex parte* temporary restraining order and the temporary restraining order accompanied by a hearing as preliminary forms of injunction. This conclusion is strengthened by the fact that three petitions filed asked for a "restraining order until such time as the cause might be heard on plaintiff's application for temporary injunction and that on final hearing of the cause the defendants might be permanently enjoined."[123] While there seems to be adequate factual material to indicate that Columbus does recognize both these forms, the entries made in the appearance docket do not seem to distinguish between temporary restraining order and temporary injunction.

Of the ten applications, only two resulted in permanent

[119] Cases Nos. 39, 41, 42, and 44.

[120] Case No. 42 seems to contain no affidavits. This is a clear exception to the established practice.

[121] Cases Nos. 39, 42, and 44.

[122] Cases Nos. 40 and 43.

[123] Cases Nos. 41 and 43; also *Forest Sullivan* v. *Painter's Dist. Council No. 26*, Docket 151307.

injunction.[124] Both of these arose from the same case through the device of an intervening petition. This fact becomes more impressive when it is seen that this case is the only case that came to final hearing. It is submitted that these temporary injunctions usually satisfy the plaintiff's need for injunctive relief and represent the most important aspect of modern injunctive practice in this city.

Other aspects of these labor trials center around parties, bonds, defendant's pleadings, fictitious names in petitions, presence of trade dispute, questions in dispute, and subject to matter of injunction. Taking up these matters briefly, we find that, in the naming of parties defendant, fictitious names such as "John Doe" or "Richard Roe" were not used although at least three cases claimed as parties defendant "All members of aforesaid union whose names are unknown and are so numerous as to make it impractical to bring them before the court."[125] Results similar to the use of fictitious names are reached by the use of this clause. As concerns the matter of defendant's pleading, the parties in six cases failed to file pleadings of any nature.[126] In one, a motion was filed,[127] and in three, defendants filed answers.[128] Bonds were required in all temporary injunctions with the exception of one case which is doubtful. An average of all bonds required was a little below $500.[129]

In all but one of the cases where relief was granted there was an employer-employee relationship. By the Ohio law this

[124] Cases Nos. 39 and 40.

[125] Cases Nos. 39, 40, 43, and 44.

[126] Cases Nos. 43 and 44; *Cols. & South. Ohio R. R. Co.* v. *Assoc. of Street R. R. Operators*, Docket No. 154851; *Forest Sullivan* v. *Painter's Dist. Council No. 26*, Docket No. 151307; *Alex Zeabo* v. *Painter's Dist. Council No. 26*, Docket No. 144639; *Ray Bitzer* v. *Painter's Dist. Council No. 26*, Docket No. 144640.

[127] Case No. 41.

[128] Cases Nos. 39, 40, and 42.

[129] Due to the small number of injunctions involved an attempt to show separate averages for *ex parte* injunction and temporary injunction would be impractical. It is of interest to note that the only figures available for temporary injunction would indicate a bond of $1000 as compared with an average of $400 for all *ex parte* bonds.

constitutes a trade dispute. Four of these cases involved a determined drive by the International Truckers Union to bring about closed shop in the local trucking business. The activities of the striking workers extended to active boycott of customers of the hauling companies.[130] In the "Ecstasy" case there was an attempt at unionization of all employees engaged in showing this film.[131] In this case there was no employer-employee relation that would enable it to be classified as a trade dispute. Of course the Inter-union injunction presents an entirely different problem.[132]

The court does not seem to have the problem of existence of a trade dispute in mind in these preliminary injunctions. There seems to be no serious distinction made in injunctive practice in Columbus based upon such a classification. In fact, the only non-trade dispute case on record is milder in its form of injunctive relief than in those where a trade dispute exists.[133]

Injunctive relief in trade dispute cases included such general prohibitions as threats, violence and intimidation in a majority of the cases.[134] Some picketing was allowed in all instances. Express limitations on the number of pickets allowed were found in only one case.[135] Interference with delivery, dogging and secondary boycott provisions were common.[136] Since most petitions were based upon destruction of property interest, injunction against persuasion to breach contract was universal.

Columbus' lone example of a non-trade dispute case expressly allowed picketing but enjoined such activities as threatening the lives of employees, dogging employees back and forth

[130] Cases Nos. 39, 40, 43, and 44.
[131] Case No. 41.
[132] Case No. 42.
[133] Case No. 41.
[134] Injunction against threats, Cases Nos. 39, 40, 43, and 44; injunction against violence and intimidation, Cases Nos. 39, 43, and 44.
[135] Case No. 39.
[136] Injunction against interference with delivery, Cases Nos. 39, 40, and 44; injunction against dogging, Cases Nos. 39, 40; injunction against secondary boycott, Cases Nos. 39, 40, 43, and 44.

from work, interfering with contract rights, and from "unlawfully" interfering with patrons.[137]

The inter union dispute in Columbus enjoined the national union from removing the charter of the local union.[138] The only injunction granted a defendant employee enjoined persuasion to breach closed shop agreements by the employer.[139]

It is interesting to note the ultimate disposition of these injunctions. Of the four temporary restraining orders two were dismissed after settlement by the parties;[140] one was dismissed on motion of the defendant,[141] and one still stands on the books, a solitary reminder of some squabble now probably forgotten by both parties.[142] When the proceeding stops at the temporary restraining order the probability exists that industrial peace now prevails, either as a result of victory or compromise. The same can not be said of the two cases which went to final injunction.[143] These are now pending on appeal and still represent active labor disputes.

Dayton

During the period covered in this survey, six applications for relief were filed. In five of these, no restraining orders were granted. Three of these five were settled before trial.[144] This, according to some sources of information, was an acceptance of labor's demands. Another of the five is still pending,[145] and in

[137] Case No. 41.

[138] Case No. 42.

[139] This was an *ex parte* restraining order granted the defendant employee on a cross petition in Case No. 39. See Appendix 3, items 5.1 and 17.2.

[140] Cases Nos. 42 and 44.

[141] Case No. 41.

[142] Case No. 43.

[143] Cases Nos. 39 and 40.

[144] *The American Dry Ginger Ale Co.* v. *Int'l. Union of United Brewery Workers of America*, No. 87425; *The Liberal Market Inc.* v. *Painters, Decorators and Glazers Union, Local No. 249*, No. 73597; *The Cappel Furniture Co.* v. *Local No. 87, Upholstering Carpet and Linoleum Mechanics*, No. 77716.

[145] *New Deal Employees Alliance* v. *Truck Drivers Union No. 517, of the Int'l. Brotherhood of Teamsters, Chauffeurs, Stablemen & Helpers of America, et al.*, No. 87536.

the remaining one a trade dispute was found to exist, and therefore the court refused to issue an injunction.[146]

The sixth case was the only one in which any restraint was imposed by the court.[147] It is interesting to note that a judge was brought in from outside the county. After a full hearing on the merits, he issued a temporary injunction and fixed the bond of plaintiff employer at $500. No preliminary restraining order was issued. Defendants in this case were non-employee members of a union seeking a closed shop contract. In the petition they were included by true name, but fictitious defendants were also made parties. Defendant union answered the bill, and the court found that since no employer-employee relation existed between the parties, there was no trade dispute according to the usual Ohio definition. Defendants were enjoined from violence and intimidation, false publicity, defamation, all picketing, attempting to compel plaintiff to run a closed shop, and from attempting a secondary boycott. No violations of this injunction have been recorded. Although the injunction was labeled as temporary, it seems to be destined to be permanent, there having been no action taken to have it dissolved.

Toledo

During the five years covered by this survey there were eight applications for restraint in connection with labor issues. In three of these the petition was denied, — in one the court in an oral opinion stating that a technical trade dispute existed and that no unlawful acts were threatened. The opinion was notably liberal inasmuch as "the union people have never worked for this man; he had no union shop and he had no dispute as to wages."[148] The absence of restraint in the second

[146] *The Cappel Furniture Co.* v. *Teamsters Local*, No. 88305.

[147] *White-Allen Chevrolet, Inc.* v. *Auto Mechanics Local Union No. 314*, No. 88395. Case No. 45. Since reported in 27 Ohio L. Abs. 273 (1938) and annotated in 5 O.S.L.J. 238 (1939).

[148] *Aristo Dry Cleaners* v. *Cleaners, Pressers & Dyers Local No. 18326*, No. 144268.

case is unaccounted for,[149] but in the third the court rendered, *in lieu*, a declaratory judgment of the rights and duties of the parties.[150] The denial of restraint was, however, reversed later on appeal, and an injunction issued by the Court of Appeals.[151]

Of the five remaining cases in which restraint was granted, the employer was the plaintiff asking for relief in two.[152] In both, temporary injunctions were granted but only on hearing. That is, there were no *ex parte* orders or injunctions. Of the two cases in which the union was the plaintiff, an *ex parte* restraining order was granted in one.[153] This later ripened into a temporary injunction with hearing. In the other a temporary injunction was granted after hearing.[154] The remaining injunction is the only instance among all the fifty-five examined in Ohio, when apparently a so-called company union is a party.[155] Here it petitioned as plaintiff to enjoin the striking union. It should be pointed out that this injunction and the two in which the employer was granted relief grew out of the same dispute. This was the famous Auto-Lite strike in which so much violence and bloodshed was present. The Bingham Stamping and Tool Company, a subsidiary of the Electric Auto-Lite Company, also sought an injunction. The one granted to it was word for word like that granted to the Auto-Lite Company. Thus in reality it is more accurate to say that one injunction, rather than two, was issued to the employer against the employees. The two injunctions are, however, separately listed and tabulated on the chart.

In none of the cases where relief was granted was a trade dispute directly found to exist by the Court. Although it does not clearly appear in the records, it seems that (excluding the inter-union dispute) a direct employment relation was present in all these cases. In the two cases in which the employer was

[149] *Koke* v. *Bartender's, Waiter's, and Cook's Local 216, et al.*, No. 144999.

[150] *Driggs Dairy Farms, Inc.* v. *Local No. 361*, No. 140565.

[151] *Driggs Dairy Farms, Inc.* v. *Milk Drivers and Dairy Employees Local*, 49 Ohio App. 303, 197 N.E. 250, 18 Ohio L. Abs. 510 (1935).

[152] Cases Nos. 47 and 49.

[153] Case No. 50.

[154] Case No. 48.

[155] Case No. 46.

the plaintiff the manner of conducting the strike was in issue.[156] In the two cases in which the union was the plaintiff seeking relief against the employer, the major point of difference centered around price fixing.[157] The union sought to enforce an agreement between it and certain dry cleaners concerning the price to be charged by the dry cleaners for their work. In the inter-union dispute the right of the company union members to work was sought to be protected.[158]

As to the behavior of the defendant employees enjoined where the employer was the plaintiff, the chart (See Appendix 3) is sufficiently clear with one exception, the limitations on picketing. Picketing seems to have been entirely forbidden in both these cases. However, in the Auto-Lite case,[159] the preliminary injunction expressly excepted members of the defendant union, and operated only, therefore, against certain other enumerated individuals, namely, officers of the Mechanic's Educational Society Association and the Lucas County Unemployed League and Unemployment Council. Later a written stipulation was entered into. This permitted not over fifty pickets to be on duty at any one time and not over twenty-five to be assigned to any one group of entrances to the company's premises. Still later, a "Supplemental order and temporary injunction" was entered. This, unlike the first, operated against the union, and expressly permitted twenty-five pickets at each group of gates, and required numbering and the wearing of badges.

In only one of the five cases in which restraint was granted was there even so much as an order to show cause why the defendants cited should not be adjudged in contempt.[160] In none was a contempt found.[161]

[156] Cases Nos. 47 and 49.
[157] Cases Nos. 48 and 50.
[158] Case No. 46.
[159] Case No. 49.
[160] Case No. 48.
[161] It should be pointed out, however, that the second injunction in the Auto-Lite case (No. 49) was followed by "mass picketing and wholesale arrests, on contempt charges, followed by rioting and virtually a siege of the plant." A settlement was ultimately worked out and the case was dismissed without entry of a final decree.

In the matter of ultimate disposition of the cases, two of the temporary injunctions were made permanent[162] and in the remaining three no entry appears after the issuance of the temporary injunction. None of the five was appealed; but it has already been pointed out that in one of the three cases where injunctive relief was originally denied, an appeal was later taken and the decree reversed.[163]

YOUNGSTOWN

The prevalence of restraining orders sought during the period of this survey was not excessive. There were nine applications made and four of those were denied. No permanent injunctions were granted. In the five cases in which some restraint was granted[164] the order was simply endorsed by the granting judge on the petition and summons. The form of the endorsement was "Temporary Injunction Allowed," "Temporary Restraining Order Granted as Prayed For" or "Temporary Injunction and Restraining Order Granted." Both the members of the bench and the bar make no apparent distinction between a temporary injunction and a restraining order. They use the terms interchangeably.

In the five cases in which restraining orders were issued the only evidence offered, as far as the court records show, was sworn petitions. In the four cases in which the order was denied there were hearings and a presentation of witnesses for both sides.[165] No injunctions were granted defendants in any of the cases.

[162] Cases Nos. 48 and 50.

[163] *Driggs Dairy Farms, Inc.* v. *Milk Drivers and Dairy Employees Local.* 49 Ohio App. 303, 197 N.E. 250, 18 Ohio L. Abs. 510, 3 Ohio O. 212 (1935).

[164] Cases Nos. 51 to 55 inclusive.

[165] The following were the four cases in which no relief was granted: *Frank Gethering & John Kuhns, Officers of Meat Cutters, etc.* v. *Geo. Oles (Oles Market) etc. & John Doe; Thombs Bros. Sales & Service* v. *International Assoc. of Machinists*, No. 102,169; *Triangle Rain Coat Co.* v. *Chauffeurs, Teamsters & Amalgamated Clothing Workers*, No. 97,193; *Great Atlantic & Pacific Tea Co.* v. *Retail Clerks Internat. Assoc. & Amalgamated Meatcutters & Butchers, et al.*, No. 102,404.

Without exception the injunction forms were prepared by the attorneys. The injunctions were not all granted in the court chambers, but some were granted at the residence of the judge. The petitioner was required to put up a bond varying from one to two hundred dollars in each instance, the average for all five being one hundred and sixty dollars. The parties enjoined were referred to by a general description of the class, and by the use of fictitious names; the union officials were specifically listed.

The issues involved in the cases wherein restraint was granted were: In three[166] of the five there was attempted unionization by non-employees. In the remaining two there was inter-union competition involved in one[167] and closed shop in the other.[168] The issues in the cases where no restraint was granted were: Wages, collective bargaining and recognition in one; and hours, discrimination against union member, and breach of a closed shop agreement by employer, in each of the others respectively.

The explanation for the absence of restraint was not entirely apparent from the court records. The issue is still pending in one controversy, but the date for further hearing has passed and no further entry has been made, so the case is obviously settled as far as the parties are concerned.[169] There was a trade dispute in one instance,[170] . . . "firing a man because of his union affiliation, . . ." which was sufficient reason for a denial of an order. Another case was apparently settled,[171] and in the fourth case the plaintiff union was denied an injunction to restrain the employer from breaching a closed shop agreement because the union failed to arbitrate as per contract.[172]

[166] Cases Nos. 51, 53, and 54.

[167] Case No. 52. One union had here a collective bargaining contract with the employer and another was seeking control.

[168] Case No. 55.

[169] *Great A. & P. Tea Co.* v. *Retail Clerks, etc.*

[170] *Thombs Bros. Sales & Service* v. *Int'l. Assoc. of Machinists.*

[171] *Triangle Rain Coat Co.* v. *Chauffeurs & Teamsters and Amalgamated Clothing Workers.*

[172] *Frank Gethering and John Kuhns* v. *George Oles (Oles Market) and John Doe.*

Two of the restraining orders were very broad and enjoined actions that ordinarily would be tacitly permitted. Both petitions alleged a gross amount of violence which the court probably thought warranted the unusual restraint.[173] The behavior enjoined in the presence of a trade dispute included in the two cases falling in that category was: violence and intimidation, threats, all publicity, tresspass, all picketing, public assembly, loitering, obstructing access, interference with deliveries, dogging, obeying order of union official, persuasion to breach employment contract, joining union, persuading to refrain from seeking employment, secondary boycott, and general aiding and abetting.

The behavior enjoined in the absence of a trade dispute in the remaining three cases[174] was: violence and intimidation, threats, interference with deliveries, persuasion to join union, secondary boycott, publicity to customers, and striking. The records do not reveal any violation of these injunctions in any of the five cases.

The ultimate disposition of the cases was as follows: Two of them were vacated by subsequent procedure before the same court,[175] the nature of which is not apparent from the record. Two cases are listed as still open but the disputes seem to have been settled,[176] although that is not apparent from the court records. In the remaining case there was no indication as to its disposition, but it too seems to have been settled.[177]

Conclusion and Comments

In considering this entire group of five counties, certain observations can be made with more or less assurance. In the first place all inferences in terms of totals must be interpreted

[173] Cases Nos. 52 and 55.
[174] Cases Nos. 51, 53, and 54.
[175] Cases Nos. 51 and 54.
[176] Cases Nos. 52 and 53.
[177] Case No. 55.

in the light of the disproportionate number of cases from Cleveland. Forming, as these do, over half of all those comprised in the survey, each total is necessarily heavily weighted by the Cleveland cases. Thus to say that 51 out of 55 injunctions are obtained by employers (Appendix 3, item 1) would be manifestly inaccurate in the Toledo area where three out of five have been employees, two against their employers, and one in an inter-union dispute.[178] A similar caution must be used in most state-wide generalizations. It is a further fact that in the last analysis, the sampling of 55 cases from five communities in five years does not provide a broad enough statistical base for final generalization.

Before commenting further upon the data collected, it is of interest to note the prevailing confusion in terminology as to "restraining orders" and "temporary injunctions." Interviews with lawyers practicing in the same city revealed a belief among some that the terms are synonymous; among others that they represent distinct forms of relief. A similar conflict in opinion was found among the files and entries on court records. For the purpose of this survey, therefore, it became necessary to espouse one or the other view consistently. After an examination of the statutes it was therefore decided to use the two terms in distinct senses, — to restrict "restraining order" to a preliminary *ex parte* order issued to maintain the *status quo* until such time as a hearing could be had as to the issuance of a temporary injunction. Thus the criterion adopted is the absence or presence of a hearing, respectively.

One of the most significant facts revealed by this survey is the frequency of these *ex parte* restraining orders (See Appendix 3, items 2.1 and 3.1). In Youngstown we find this practice present in all five cases, in Columbus in sixty per cent, and in Cleveland in thirteen per cent, — a total of fourteen

[178] Such a statement would be particularly misleading in view of the fact that the Cleveland study was restricted to cases of employer-plaintiffs. No data were gathered on employee-plaintiffs. See note 7 above.

instances.[179] This throws light on the often advanced contention that injunctions are rarely if ever granted in Ohio without a hearing at which both parties are represented. The statesmanlike practice of Judge Hurd, of Cleveland, in this respect should be a matter of special commendation,[180] while the unanimity of the denial of a hearing in Youngstown should be equally condemned.[181] In the matter of bonds, the average for employers in all five cities runs just under $500, with Toledo running twice that and Youngstown, where all orders are *ex parte*, requiring only $160. The median for all 40 bonds is $500. Figures for employees' bonds are too scarce to interpret, though the few cases available show an average of over three times and a median of twice that of the employers. This, however, is undependable in view of the two very high bonds in Toledo. Employees so rarely ask affirmative relief that no rule can be stated.

It is interesting to note that regardless of whether a technical trade dispute exists or not, the question most frequently in dispute is that of union recognition or program. For instance, in trade dispute cases there were eleven such issues out of 26,— almost half, — and in non-trade dispute cases 21 out of 29, — over two-thirds (Appendix 3, items 14.1 and 15.1). The closed shop has taken on significance in Columbus only and wages have figured six times in Cleveland but no where else.

Another highly revealing portion of the survey shows the extent to which peaceful behavior is being enjoined in Ohio even in the presence of a technical trade dispute. It is customarily believed, in reliance in part upon reported decisions, that where the controversy is between employer and employees, only

[179] Thirteen of these were granted employer-plaintiffs; but in Toledo there is one instance of an *ex parte* order granted an employee-plaintiff against an employer. (Case No. 50).

[180] See the excerpt from Judge Hurd's letter quoted in note 10 above.

[181] It is also interesting to recall that in Youngstown there were four instances where a hearing was granted, in all of which no injunction issued. Thus in that city in every case of a hearing, restraint was denied; in every *ex parte* case it was granted.

violence, intimidation, fraud, defamation and tortious behavior generally, will be enjoined. Put in other words, it has often been claimed that if Ohio had a labor injunction statute comparable to the Norris-La Guardia Act and the sixteen state counterparts, we should only be declaring the present state of practice, — except, of course, for the broader definition of trade dispute contained in those statutes.

This survey meets this contention squarely. It shows 24 instances of restraint issuing in the presence of a trade dispute as defined in Ohio. (Appendix 3, item 17.1). In addition to the behavior which, as indicated, would be enjoined even under statutes, there is one case of restraint of all publicity, two of public assembly, three of persuasion to join a union, eleven of persuasion to breach of contract, nine to terminate it and one of persuasion of potential employees from seeking employment. Most surprising of all, peaceful picketing was entirely forbidden in six cases, two each in Cleveland, Toledo and Youngstown. The practical significance of the enactment in Ohio of a so-called "labor injunction act" in the prevention of restraint in cases such as these is clearly apparent.

In cases where no trade dispute existed, the survey reveals, however, the expected pattern; violence, threats, insults, false or defamatory publicity and trespass are restrained in accord with accepted principles. In 15 cases all picketing is enjoined. This is as much to be expected as is the permission of peaceful picketing in the presence of a trade dispute. But it is out of character to find the five instances where limited picketing is permitted, a departure by way of liberality only exceeded by the offsetting severity of denying all picketing in the six instances previously referred to in cases where a trade dispute existed.[182] While the variation toward liberality is chiefly found in Cleveland, that toward severity is distributed equally between Cleveland, Toledo and Youngstown, although on a

[182] A recent case in the Common Pleas Court of Hamilton County has permitted two persons to "patrol" with truthful signs and in the absence of a trade dispute. The court did not regard this as "picketing." *Burr Stores Corp.* v. *Specter*, 28 Ohio L. Abs. 449 (1939).

percentage basis Youngstown leads on the rest in restraint of picketing, assembling and peaceful persuasion.

No violations of injunctions appear as of record except in Cleveland, and there in only 4 out of the 38 cases in which orders were issued (Appendix 3, item 18). No damages appear to have been included in any injunction covered in the survey. Finally, the ultimate disposition of the 55 cases appears to confirm the opinion expressed earlier, that injunctions in labor controversies stand alone in the finality of their effect. Very rarely is a case taken up to a higher court; for the most part cases are dismissed or no entry at all appears after issuance of the temporary injunction. Thirty-two out of the fifty-five are accounted for in one of these ways (Appendix 3, item 19).

Labor injunction law in practice is not, then, just the same as labor injunction law in the books. *Ex parte* practice is one item; another is the degree of restraint where a technical trade dispute in fact exists; a third the occasional variation toward laxity in cases where one does not exist. Further discrepancies have been pointed out; still others are shown in the chart in Appendix 3. These divergencies this survey unquestionably establishes. It clearly does not, however, make it possible to project a state-wide pattern of trial court practice. Only an extension of such a survey to many other Ohio communities can provide the outline of the whole picture. Even now a generalization is to a large degree a matter of conjecture.

But it is hoped that this survey may make a contribution beyond the mere factual material which it contains. It is the first effort to gather and integrate detailed data on labor injunction practice in trial courts. It proves, in fact, that such information is collectable and that it can be integrated. In this respect it is capable of serving, therefore, as a model for more comprehensive efforts in the future. Already, the pattern is taking form, and predictions are becoming feasible; but not until the time arrives when similar projects are completed on a much wider scale, shall we have an adequate base for the construction of truly dependable conclusions.

Appendix

No. 1. Table of Cases.

For purpose of convenience and economy of space, the fifty-five cases discussed in this article are grouped by cities and arranged alphabetically by plaintiff in each group. Docket numbers in the Common Pleas Court of each county are also given. They are then numbered in one series throughout and cited in the foot-note by case number only.

Cleveland—(Cuyahoga County)

1. *The Astrup Co., a corporation* v. *The Upholsterers' Carpet & Linoleum Mechanics' International Union of North America, Local No. 48, et al.* No. 407,044.
2. *Louis Bergman, Richard Bergman, a partnership doing business as Sol Bergman Company* v. *The Retail Clerks International Protective Association, et al., Local 1347, etc., et al.* No. 477,202.
3. *B. W. Braushild Motors, Inc.* v. *B. R. Mathessen, etc., et al.* No. 455,442.
4. *The Chase Brass & Copper Co.* v. *Frank Rogers, etc., et al.* No. 406,806.
5. *The Clark Asbestos Co.* v. *Albert P. Dalton.* No. 406,344.
6. *The Cleveland File Co.* v. *William Thoma, etc., et al.* No. 410,157.
7. *The Cleveland Wire Spring Co.* v. *George Kearns, etc., et al.* No. 416,140.
8. *The Cleveland Worsted Mills Co.* v. *Joseph R. White, etc., et al.* No. 465,155.
9. *Pearl E. Crosby, Marigold Schlueter* v. *Frank G. Roth, etc., et al.* No. 468,495.
10. *Drake Bakeries, Inc.,* v. *D. G. Bowles, etc., et al.* No. 401,197.
11. *The Edison Ohio Stores, Inc.,* v. *James Mason, etc., et al.* No. 439,953.
12. *The Efficient Tool & Die Co.* v. *R. J. Schmidt, etc., et al.* No. 407,375.
13. *I. J. Fox, Inc.,* v. *International Furworkers Union of the United States and Canada, Local No. 86, etc., et al.* No. 448,842.
14. *Frankel Chevrolet Co.* v. *Emmet Meerschaum, etc., et al.* No. 478,466.
15. *The Fuller Cleaning & Dyeing Co., a corporation* v. *Morris* Brickner, etc., et al. No. 405,091.

16. *Good Luck Foods, Inc.* v. *U. G. Rich, etc., et al.* No. 471,812.
17. *The Guardian Life Insurance Co. of America* v. *John E. McGee, etc., et al.* No. 430,546.
18. *The Harvard Lumber Co., a corporation* v. *Truck Drivers Local No. 407, etc., et al.* No. 473,082.
19. *Hotels Statler Co., Inc.* v. *Frank P. Converse, etc., et al.* No. 433,403.
20. *Lyon Tailoring Co., a corporation,* v. *Charles Milz, etc., et al.* No. 468,935.
21. *Rosa Markowitz, Sam Markowitz* v. *Retail Dry Cleaners' Union No. 18333, etc., et al.* No. 431,777.
22. *Marstan Hat Cleaners, Inc.* v. *William B. Beckerman, etc., et al.* No. 431,841.
23. *The McKinney Tool & Manufacturing Co.* v. *R. J. Schmidt, etc., et al.* No. 407,374.
24. *The Mutual Benefit Life Insurance Co.* v. *John E. McGee, etc., et al.* No. 434,895.
25. *Precision Castings Co., Inc.* v. *George W. Haas, etc., et al.* No. 452,456.
26. *Precision Castings, Inc.* v. *Richard Gallagher, etc., et al.* No. 450,620.
27. *Reserve Trucking Co., Inc., et al.* v. *Truck Drivers' Union Local No. 407, etc., et al.* No 445,125.
28. *Rogers Jewelry Co.* v. *The Retail Clerks International Protective Association, et al., Local No. 1347, Herman Presser.* No. 477,203.
29. *Russet-Euclid Corporation, et al.* v. *Albert P. Dalton, etc., et al.* No. 453,921.
30. *Robert E. Saltzman, etc.* v. *The United Retail and Employees Local No. 112, etc., et al.* No. 469,162.
31. *The Savoy Realty Co.* v. *John E. McGee, etc., et al.* No. 434,408.
32. *A. P. Schraner, doing business as A. P. Schraner Co.* v. *R. J. Schmidt, etc., et al.* No. 407,094.
33. *The D. O. Summers Co.* v. *Harry H. Hart, etc., et al.* No. 415,866.
34. *The William Taylor Son & Co.* v. *Edward Murphy, etc., et al.* No. 429,244.
35. *The Terminal Garage Co., Inc.* v. *Robert Hearns, etc., et al.* No. 414,414.
36. *Frank Volk, Charles Volk, doing business as Volk's Jewelers* v. *The Retail Clerks International Protective Association, Local No. 1347, et al.* No. 477,204.

37. *Woodland Market House, Inc., et al.* v. *The Future Outlook League, Inc.* No. 475,420.
38. *Yellow Cab Co. of Cleveland, Inc.* v. *William Underwood, etc., et al.* No. 408,744.

Columbus (Franklin County).

39. *Anderson* v. *Local No. 413, International Brotherhood of Teamsters.* No. 153,474.
40. Anderson intervening petition of Miller. No. 153,474.
41. *Central State Amusement Co.* v. *Local Union No. 386 of Motion Picture Operators.* Docket No. 153,686.
42. *Columbus Typographical Union No. 5* v. *William Green, Pres. of A. F. of L.* Docket No. 151,627.
43. *C. D. Kenney Co.* v. *Local Union 413 of International Brotherhood of Teamsters.* Docket No. 155,293.
44. *Powell Transfer Co.* v. *Local Union 413 of International Brotherhood of Teamsters.* Docket No. 155,235.

Dayton (Montgomery County).

45. *White-Allen Chevrolet, Inc.* v. *Auto Mechanics Local No. 314.* No. 88,395.

Toledo (Lucas County).

46. *Auto-Lite Council Body* v. *Ramsey, et al.* No. 139,115.
47. *Bingham Stamping & Tool Co.* v. *United Auto Workers Federal Labor Unions 18384 et al.* No. 139,115.
48. *Cleaners, Pressers & Dyers Local 315 et al.* v. *Nat. Cleaners & Dyers, Inc.* No. 152,867.
49. *Electric Auto-Lite Co.* v. *United Auto Workers Federal Labor Union No. 18384, et al.* No. 139,116.
50. *Jacobs, Vice President of Cleaners Union Local, 18326* v. *Nathan Greenberg, as Cadillac Cleaners.* No. 144,842.

Youngstown (Mahoning County).

51. *Logan Square Elec. Co.* v. *International Bro. of Elec. Workers.* No. 98,118.
52. *Moyer Mfg. Co.* v. *United Garment Workers.* No. 98,594.
53. *Newton Elec. Co.* v. *International Bro. of Electric Workers.* No. 98,597.

54. *Sherman (Scrap Yard)* v. *International Bro. of Chauffeurs & Teamsters.* No. 99,439.
55. *Smith Dairy Co.* v. *International Bro. of Chauffeurs & Teamsters.* No. 94,546.

No. 2. Labor Injunction Cases Officially Reported.

Cleveland (Cuyahoga County)

Drake Bakeries, Inc. v. *Bowles,* 31 N.P. (N.S.) 425 (1934).
Frankel Chevrolet Co. v. *Meerschaum,* 27 Ohio L. Abs. 425, 12 Ohio O. 387 (1938).
Fuller Cleaning Co. v. *Brickner,* 32 N.P. (N.S.) 177 (1934).
Markowitz v. *Retail Dry Cleaners Union,* 19 Ohio L. Abs. 445; 3 Ohio O. 366 (C.P.) (1935).
Salzman v. *United Retail Employees Local 112,* 25 Ohio L. Abs. 354, 10 Ohio O. 6 (1938).
Savoy Realty Co. v. *McGee,* 3 Ohio Op. 88 (C.P.) (1935).

Dayton (Montgomery County)

White-Allen Chevrolet Inv. v. *Auto Mechanics Local Union No. 314,* 27 Ohio L. Abs. 273, 12 Ohio O. 288 (1938).

Toledo (Lucas County)

Driggs Dairy Farms, Inc. v. *Milk Drivers Union,* 49 Ohio App. 303, 18 Ohio L. Abs. 510, 3 Ohio O. 212, 197 N.E. 250 (1935).

No. 3. Chart Analysis of Labor Injunction Practice in Trial Courts. Cases filed or decided between July 1, 1933 and June 30, 1938.

Dash mark (—) indicates absence of data.

		Cleveland	Columbus	Dayton	Toledo	Youngstown	Total
	INTRODUCTORY.						
1.	Total in which some restraint granted....	38	6	1	5	5	55
.1	Plaintiff employer	38	5	1	2	5	51
.2	Plaintiff employee	—	0	0	2	0	2
.3	Inter-union dispute	—	1	0	1	0	2
	ANALYSIS OF CASES IN WHICH SOME RESTRAINT GRANTED.						
2.	Plaintiff employer: Varieties of restraint granted to employer against employees and unions. Total cases	38	5	1	2	5	51
.1	*Ex parte* order or injunction.....	5	3	0	0	5	13
.2	Temporary injunction with hearing....	28	2	1	2	0	33
.3	Permanent injunction with hearing....	12	2	0	0	0	14
.4	Both temporary and permanent injunction	6	2	0	0	0	8
3.	Plaintiff employees: Varieties of restraint granted to employees against employer. Total cases	—	0	0	2	0	2
.1	*Ex parte* order or injunction.....	—	0	0	1	0	1
.2	Temporary injunction with hearing....	—	0	0	2	0	2
.3	Permanent injunction with hearing....	—	0	0	2	0	2
.4	Both temporary and permanent injunction	—	0	0	2	0	2
4.	Plaintiff employees: Restraint against other employees. (Inter-Union disputes).....	—	1	0	1	0	2
.1	*Ex parte* order or injunction.....	—	1	0	0	0	1
.2	Temporary injunction with hearing....	—	0	0	1	0	1
5.	Defendant employees: Restraint granted in cross action. Total cases.....	—	1	0	0	0	1
.1	*Ex parte*	—	1	0	0	0	1
.2	Temporary injunction	—	0	0	0	0	0
6.	Bond of plaintiff employer: Total bonds of all kinds.....	28	4	1	2	5	40
.1	*Ex parte* restraint. Total cases in which required	4	3	0	0	5	12
	Average	875	366	0	0	160	450
	Median	500	500	0	0	200	500
	No bond required.....	1	0	0	0	0	1
.2	Temporary injunction with hearing Total cases in which required.....	24	1	1	2	0	28
	Average	354	1000	500	1000	0	428
	No bond required.....	4	1	0	0	0	4
.3	Permanent injunction. Total cases required	0	0	0	0	0	0
	No bond required.....	12	2	0	0	0	14

		Cleveland	Columbus	Dayton	Toledo	Youngstown	Total
7.	Bond of plaintiff employee						
	Total cases where bond required	—	0	0	1	0	1
.1	*Ex parte* restraint				0		0
	No bond required				1		1
.2	Temporary injunction with hearing				5000		
	No bond required				1		1
8.	Bond of plaintiff employees—inter-union cases	—	1	0	1	0	2
.1	*Ex parte* restraint		100		0		—
	No bond required		0		0		—
.2	Temporary injunction		0		1000		—
9.	Bond of defendant employer	—	0	0	0	0	0
10.	Bond of defendant employee in cross action	—	1	0	0	0	1
.1	*Ex parte*		1000	0	0	0	—
11.	All bonds by economic group						
.1	For employers. Total cases	28	4	1	2	5	40
	Average amount	421	550	500	1000	160	497
	Median	—	—	—	—	—	500
.2	For employees. Total cases	0	2	0	2	0	4
	Average amount	0	550	0	3000	0	1775
	Median	—	—	—	—	—	1000
12.	Parties						
.1	Direct employment relation	15	4	0	4	2	25
.2	Employer and non-employees	5	0	1	0	1	7
.3	No direct employment relation apparent	18	1	0	0	2	21
.4	Inter-union dispute	—	1	0	1	0	2
.5	Fictitious names used	21	0	1	0	0	22
13.	Trade dispute, existence by Ohio Law						
.1	Total cases of trade dispute	16	4	0	4	2	26
	Direct employment relation found by court	3	0	0	0	0	3
	No finding, but employment relation present	13	4	0	4	2	23
.2	Total cases where no trade dispute	22	2	1	1	3	29
	Found by court to be absent	4	0	1	0	0	5
	No direct relation apparent, assumed absent	18	1	0	0	3	22
	Inter-union dispute	—	1	0	1	0	2
	QUESTIONS IN DISPUTE.						
14.	Issues where direct employment relation involved. Total cases	15	4	0	4	2	25
.1	Union recognition	10	0		0	1	11
.2	Wages	5	0		0	0	5
.3	Hours	2	0		0	0	2
.4	Closed union shop	1	4		0	1	6
.5	Working conditions	1	0		0	0	1
.6	Seniority rights	1	0		0	0	1
.7	Reinstatement	2	0		0	0	2
.8	Price fixing	0	0		2	0	2
.9	Manner of conducting business	1	0		0	1	2

		Cleveland	Columbus	Dayton	Toledo	Youngstown	Total
.10	Inter-union competition	0	0	0	2	0	2
.11	Manner of conducting strikes	0	4		2	0	6
15.	Issues where no direct employment relation present between parties, total cases	23	1	1	0	3	28
.1	Unionization program	16	1	1		3	21
.2	Refusal to bargain	2	1	0		0	3
.3	Price fixing	2	0	0		0	2
.4	Wages	1	0	0		0	1
.5	Hours	2	0	0		0	2
.6	Employment of negroes	1	0	0		0	1
.7	Reinstatement	1	0	0		0	1
.8	Closed shop	1	0	0		0	1
16.	Issues in Inter-union dispute	—	1	0	1	0	2
	Revokation of charter		1	0	0	0	1
	Right to work, company union		0	0	1	0	1
	BEHAVIOR RESTRAINED.						
17.	Defendant employees.						
.1	(a) In presence of trade dispute—						
	Instances	16	4	0	2	2	24
	Violence and intimidation	12	3		2	2	19
	Threats	2	4		2	2	10
	Insulting language	6	0		2	0	8
	Publicity: all restrained	0	0		0	1	1
	Falsity restrained	1	0		0	0	1
	Detailed specifications	4	0		0	0	4
	Trespass	3	2		0	1	6
	Picketing: entirely forbidden	2	0		2	2	6
	Some picketing permitted	10	4		0	0	14
	Number of pickets: 1 picket	0	0		0	0	0
	2 pickets	6	0		0	0	6
	3 pickets	2	0		0	0	2
	4 pickets	1	1		0	0	2
	12 pickets	1	0		0	0	1
	25 pickets	0	0		2	0	2
	Public assembly	0	0		0	2	2
	Loitering	3	0		2	1	6
	Obstructing access	5	0		2	2	9
	Interference with deliveries	8	3		0	2	13
	Calling or continuing strike	1	0		0	0	1
	Collecting fine from plaintiff	1	0		0	0	1
	Dogging	8	2		0	2	12
	Obeying order of union official	0	0		0	1	1
	Persuasion enjoined: some	5	4		0	1	10
	To break employment contract.	5	4		0	2	11
	To terminate " "	4	3		0	2	9
	To join union	1	1		0	1	3
	To refrain from seeking employment	0	0		0	1	1
	Persuasion expressly permitted	2	0		0	0	2
	To terminate employment	1	0		0	0	1
	To join union	1	0		0	0	1

		Cleveland	Columbus	Dayton	Toledo	Youngstown	Total
	To refrain from seeking employment	1	0	0	0	0	1
	Secondary boycott	0	4		0	1	5
	General aiding and abetting	14	0		2	1	17
.2	(b) In presence of trade dispute—						
	Defendant employer. Total cases	—	1	0	2	0	3
	Price fixing by employer		0		2	0	2
	Persuasion enjoined						
	To breach closed shop contract		1		0	0	1
.3	(c) In absence of trade dispute—						
	Defendant non-employees	22	1	1	0	3	27
	Violence and intimidation	9	0	1		2	12
	Threats	2	1	0		1	5
	Insulting language	3	0	0		0	3
	Publicity: all restrained	0	0	0		0	0
	Falsity restrained	5	0	1		0	6
	Defamation restrained	0	0	1		0	1
	Particular form restrained	2	0	0		0	2
	Expressly permitted	1	0	0		0	1
	Trespass	5	0	0		0	5
	Picketing: entirely forbidden	14	0	1		0	15
	Some permitted	4	1	0		0	5
	Number of pickets: 1 ..	3	0	0		0	3
	2 pickets..	1	0	0		0	1
	Loitering	5	0	0		0	5
	Obstructing access	8	0	0		0	8
	Interference with deliveries	6	0	0		1	7
	Dogging	0	1	0		0	1
	Persuasion enjoined; total cases.	3	1	1		0	5
	To breach contract	2	1	0		0	3
	To terminate employment	1	0	0		0	1
	To join union	0	0	0		1	1
	To compel employer to require closed shop	0	0	1		0	1
	Persuasion expressly permitted	1	0	0		0	1
	Secondary boycotts	0	1	1		0	2
	General aiding and abetting	16	0	0		0	16
.4	(d) Inter-union disputes	—	1	0	1	0	2
	Revocation of charter		1		0		1
	Violence and intimidation		0		1		1
	Interference with union affairs		1		0		1
	Insulting language		0		1		1
	Publicity, defamatory		0		1		1
	Threats		0		1		1
	Picketing: entirely forbidden		0		0		0
	25 pickets permitted		0		1		1
	Loitering		0		1		1
	Obstructing access		0		1		1
	Interfering with deliveries		0		1		1
	Molesting or annoying		0		1		1
	Claiming to represent plaintiff in bargaining		0		1		1
	Ordering non-members of defendant union to cease work		0		1		1
	General aiding and abetting		0		1		1

		Cleveland	Columbus	Dayton	Toledo	Youngstown	Total
18.	Violations of orders or injunctions						
.1	Orders to show cause granted	8	0	0	1	0	9
.2	Total violations	4	0	0	0	0	4
.3	Fines for contempt	3	0	0	0	0	3
.4	Jail sentence	2	0	0	0	0	2
19.	Ultimate disposition	38	6	1	5	5	55
.1	Dismissed	17	3	0	0	0	20
.2	Temporary injunctions dissolved	2	1	0	0	0	3
.3	No entry after issuance of temporary injunction	4	1	1	3	3	12
.4	Temporary injunction made permanent	6	2	0	2	2	12
.5	Motion by defendants for new trial overruled	4	0	0	0	0	4
.6	Appealed to upper court	—	2	0	1	0	3